

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																																				
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																																				
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CORRESPONDENCE DATA																																					
<p>Fax Number: (707)526-4707</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p>																																					

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TRADEMARK
REEL: 003375 FRAME: 0113

Phone: 707-526-4200
Email: jmbehmke@cmprlaw.com
Correspondent Name: Jay M. Behmke
Address Line 1: 100 B Street, Suite 400
Address Line 4: Santa Rosa, CALIFORNIA 95401

ATTORNEY DOCKET NUMBER:	6605.0004
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NAME OF SUBMITTER:	Jay M. Behmke
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Signature:	/JMB-163603/
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Date:	08/22/2006
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 22, 2006 by and between Brand New Brands, Inc., a Delaware corporation ("Assignor"), and Corazonas Foods, Inc., a Delaware corporation ("Assignee").

RECITALS.

WHEREAS, Assignor possesses certain rights in and to the trademark applications listed in Exhibit A to this Assignment (the "Trademarks").

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks.

WHEREAS, Assignor and Assignee have entered into that certain Contribution and Stock Purchase Agreement by and between Assignee and Assignor pursuant to which Assignee will acquire the entire business or portion thereof to which the Trademarks pertain.

NOW THEREFORE, in consideration of capital stock of Assignee to be issued to Assignor, pursuant to that certain Contribution and Stock Purchase Agreement by and between Assignee and Assignor and that certain Bill of Sale by and between Assignee and Assignor, each of even date herewith, the parties agree as follows:

ASSIGNMENT

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, those Trademarks to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, and all claims for damages and other remedies for past and future infringements or breaches of the Trademarks, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. To the extent any of the Trademarks have been used in commerce prior to the date of this Assignment, Assignor does further sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the goodwill of the business connected with the use of and symbolized by such Trademarks; and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of such Trademarks or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

3. To the extent any of the Trademarks have not yet been used in commerce prior to the date of this Assignment, Assignor and Assignee acknowledge that the assignment of such Trademarks pursuant hereto is part of a transaction pursuant to which Assignee will acquire the entire business or portion thereof to which such Trademarks pertain as required by Section 10 of the Trademark Act (15 USC § 1060).

4. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national copyright, patent, or trademark offices.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

BRAND NEW BRANDS, INC.

By: 

Name: William B. Rosenzweig

Title: Chief Executive Officer

S-V 5 0 640 3 2

EXHIBIT A
Trademarks

The following trademark applications constitute the "Trademarks":

Mark	Serial Number	Filing Date	Description of Goods and Services	International Class
CORAZONAS	78/525,567	12/1/04	Cereal-based snack food and cereal-based chips	030
CORAZONAS	78/786,926	1/6/06	Bakery desserts, crackers, pasta, salsa	030
CORAZONAS	78/786,929	1/6/06	Potato chips; soy-based snack foods; soy chips	029
ENJOY SNACKING AGAIN	78/710,361	9/9/05	Cereal-based snack foods and cereal-based chips	030
ENJOY SNACKING AGAIN	78/786,931	1/6/06	Bakery desserts; crackers; salsa	030
ENJOY SNACKING AGAIN	78/786,933	1/6/06	Potato chips; soy chips; soy-based snack foods	029
SNACK TO YOUR HEART'S CONTENT	78/718,983	9/22/05	Cereal-based snack food and cereal-based chips	030
SNACK TO YOUR HEART'S CONTENT	78/786,913	1/6/06	Soy-based snack foods; soy chips; potato chips	029
SNACK TO YOUR HEART'S CONTENT	78/786,920	1/6/06	Bakery desserts; crackers; salsa	030
PARTY HEARTY	78/786,937	1/6/06	Bakery desserts; cereal-based snack foods and cereal-based chips; crackers; salsa	030
PARTY HEARTY	78/786,939	1/6/06	Potato chips; soy-based snack foods; soy chips	029